

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: December 02, 2009



TIFFANY & BOSCO
P.A.

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-26585/0198942468

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Daniel R. Wadell
Debtor.

Wells Fargo Bank, N.A.
Movant,
vs.

Daniel R. Wadell, Debtor, Roger W. Brown,
Trustee.

Respondents.

No. 2:09-bk-25152-RJH

Chapter 7

ORDER

(Related to Docket #12)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated August 24, 2005 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Daniel R.
4 Wadell has an interest in, further described as:

5 The West 187.25 feet to the Southwest quarter of the Northeast quarter of the Southwest quarter
6 of Section 8, Township 6 North, Range 3 East of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona;

7 EXCEPT the South 349.56 feet thereof: and

8 EXCEPTING unto the United States of America all the coal and other minerals in the said lands,
as set forth in the Patent of said land.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14
15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.

17
18 DATED this ____ day of _____, 2009.

19
20 _____
21 JUDGE OF THE U.S. BANKRUPTCY COURT
22
23
24
25
26